

## SBC Companies

Heartland Communications filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech Wisconsin and PageNet, Inc.

The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement	_____
Termination date of Agreement	March 10, 2001
Notice Information (paragraph #):	17.9

Name:	Jerry Nelson
Title:	President
Street Address:	4032 N. Nashville Road
City/State/Zip:	Chicago, IL 60634
Telephone #:	760-564-2657
FAX #:	
Email Address:	

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**Heartland Communications**

**\*SBC Telecommunications, Inc.  
as agent for Ameritech Wisconsin**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name:\_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_

Title:\_\_\_\_\_  
(Print or Type)

Title: President - Industry Markets

Date:\_\_\_\_\_

Date:\_\_\_\_\_

AECN/OCN#\_\_\_\_\_

\*Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean \_\_\_\_\_. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

\*This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated March 11, 1999 by and between Ameritech Wisconsin and PageNet, Inc. (the "Agreement"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under **Section 252(i)** of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the PageNet Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under **Section 252(i)** of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under **Section 252(e)(4)** of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under **Section 252(e)** of the Act.

\*Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the Frontier Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, **Sections 9.1.2** and **9.2** are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of **Section 9.2** of this Agreement, and **Section 29.3** of this Agreement, and/or to seek appropriate legal and/or equitable relief.

## ICD PROCESS (FOR INTERNAL USE ONLY):

Steps: Request notification

Analysis of data to approve or deny

Short Form completion

Database inputs

Distribution – paper and electronic

Library

*The AECN & OCN are absolutely required.*

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